



INSTRUMENT OF DELEGATION

EASTERN RESERVE COMMITTEE OF MANAGEMENT - July 2016

1. **GENERAL:**

1.1 Powers:

In exercise of the power conferred by Section 86(3) of the Local Government Act 1989 ("The Act"), the Council of the Surf Coast Shire Council delegates to the Special Committee (known as the Eastern Reserve Committee of Management) established by resolution of the Council, the powers, duties and functions set out in this Instrument of Delegation and declares that:

1.1.1 this Instrument of Delegation is authorised by a resolution of Council, passed on 23 July 2013; and

1.1.2 the delegation

1.1.2.1 comes into force immediately the Chief Executive Officer signs and executes this Instrument of Delegation;

1.1.2.2 remains in force until Council resolves to vary or revoke it;

1.1.2.3 is subject to any conditions and limitations set out herein; and

1.1.2.4 is to be exercised in accordance with any guidelines or policies, which Council from time to time adopts.

1.2 Aims

1.2.1 The aim of the Instrument of Delegation is to provide a sixteen (16) month period for the Special Committee to continue to build up working capital so as to achieve financial self-sufficiency by 22 October 2017. Any new instrument of delegation will only come into force after that date with the approval of Council.

1.2.2 . The Special Committee will continue to implement their Council endorsed Business Plan.

2. **DEFINITIONS:**

2.1 "The Special Committee" shall mean the 'Eastern Reserve Committee of Management' appointed pursuant to the provisions of Section 86 of the Local Government Act 1989.

2.2 "Council" shall mean the Council of the Municipality of the Surf Coast Shire.

2.3 "Councillor" shall mean a person currently elected to serve on the Council pursuant to the provisions of the Local Government Act 1989 and the Constitution Act 1975.

2.4 "Facility" shall mean the reserve known as Eastern Reserve, the building known as Eastern Reserve Community Centre and other Council-owned buildings on the Eastern Reserve site.

3. OBJECTIVES OF THE SPECIAL COMMITTEE:

The objectives of the Special Committee shall be to control, promote and manage the Facility, to advise Council on policy development and planning for the Facility and in particular to:

- 3.1 effectively manage and operate the Facility in the best interests of the community;
- 3.2 ensure the effective financial control of the Facility to meet the Council's and Special Committee's objectives;
- 3.3 act as an advisory and liaison body between the Council and those who use the Facility;
- 3.4 encourage public interest and maximise involvement and participation of the community in the development of the Facility;
- 3.5 facilitate the availability of a wide range of community, cultural and entertainment programs to give residents a choice of leisure-time activities; and
- 3.6 make representation to Council on behalf of other organisations relating to the Facility.

4. POWERS / FUNCTIONS / DUTIES OF THE SPECIAL COMMITTEE:

In furtherance of its objectives, the Special Committee shall have, by this instrument of delegation from the Council, the following powers, responsibilities and functions:

- 4.1 In accordance with Council policy develop, approve, repeal and make alteration to policies, procedures, rules and regulations necessary for the proper management of the Facility, having regard to the objectives of the Special Committee and Council policy.
- 4.2 Manage the Facility by:
 - 4.2.1 actively promoting its use;
 - 4.2.2 setting fees and charges for permanent and occasional users;
 - 4.2.3 entering into contracts with permanent and occasional users;
 - 4.2.4 assisting the community and user groups to access the facilities;
 - 4.2.5 ensuring users maintain the facilities in accordance with their user agreements;
 - 4.2.6 monitoring the physical condition of the Facility, ensuring it is generally maintained in a safe condition and is fit for purpose;
 - 4.2.7 working with council officers on asset maintenance and development plans;
 - 4.2.8 implementing and maintaining a simple technology-based financial management system;
 - 4.2.9 raising funds and soliciting and receiving donations; and
 - 4.2.10 arranging and paying for contents insurance.
- 4.3 Make recommendations to Council on the development of future capital works and the provision of future facilities and amenities at the Facility.
- 4.4 Seek advice, assistance and expertise as is necessary for the proper and efficient management of the Facility within the constraints of the budget, including where necessary inviting persons to the meetings of the Special Committee as observers or advisers. (*Note: Special Committee meetings must be open to the public*).
- 4.5 Provide a written report to Council on the operation of the Facility on an annual basis which shall be deemed the Annual Report.
- 4.6 Resolve conflicts where these occur in the requirements of the community using the Facility.
- 4.7 Convene or cause to be convened such meeting, forums, seminars or other activities as may be deemed of value by the Special Committee to meet or assist in meeting its objectives.
- 4.8 Liaise with Council and its staff to ensure continuing co-operation and co-ordination of the Facility.

- 4.9 Ensure the safety requirements and acts and regulations appropriate to the management of the Facility are adhered to.
- 4.10 Do not commit, or permit to be carried out, any act which will render the operation of Council's insurance policies invalid.
- 4.11 Require all users to agree to abide by the conditions of use or any rules made by Special Committee and to advise Council in respect of and give effect to any regulation made by the Council applicable to the Facility.
- 4.12 Be responsible for ensuring that conditions of use imposed by Council Local Laws and policies and State and Federal Laws are enforced and report to the Council any breaches which occur.
- 4.13 Ensure that the Facility is kept in a clean condition at all times and is used in a reasonable and lawful manner.
- 4.14 Promptly report to the Council's Infrastructure Unit any breakages or damage relating to the Facility or malfunction or any mechanical hazard deemed to be a risk management issue or any abnormal damage to playing surfaces or surrounds or any other equipment concerning the Facility.
- 4.15 Arrange for maintenance, via Council in respect of the Facility.

5. COUNCIL SUPPORT

- 5.1 Council will support the Special Committee by:
 - 5.1.1 actively promoting the Facility;
 - 5.1.2 establishing and managing a web-based booking system;
 - 5.1.3 developing template contracts for user clubs and occasional users;
 - 5.1.4 ensuring occasional users enter user agreements;
 - 5.1.5 providing details of users' bookings to the Special Committee monthly;
 - 5.1.6 arranging and funding cleaning of the entire Facility (inside and out) on a programmed basis;
 - 5.1.7 undertaking or arranging capital works and maintenance as required;
 - 5.1.8 providing support to the Special Committee to develop and implement a simple technology-based financial management system; and
 - 5.1.9 Contributing toward electricity and water costs based on a square meter rate of Winchelsea Health Club (to be negotiated with ERCOM)
- 5.2 Council will maintain property insurance.
- 5.3 Council will periodically review the membership of the Special Committee to ensure it reflects an appropriate balance of user groups and individuals with strong community links and the specific skills necessary to operate a community Facility of this type.
- 5.4 The Instrument of Delegation and the need for ongoing financial support by Council will be reviewed in sixteen (16) months (by 22 October 2017).

Further information on the role and responsibility of Council and the Special Committee is contained in **Appendix 1**.

6. FINANCE

The Special Committee shall manage its finances as follows:

- 6.1 Ensure the effective financial control of the Special Committee including the submission of an annual budget to Council for consideration and approval by 31 October in each year.
- 6.2 Set such fees and charges necessary for the effective management of the Facility in accordance with the budget and consistent with Council policy.
- 6.3 Open a bank account in the name of the Special Committee to exercise the powers and functions delegated by this instrument.
- 6.4 Retain all monies received from hire fees, rental and charges associated with the management of the Facility and apply them as and when appropriate to improvements of the Facility, as approved by Surf Coast Shire, and to any other

- expenses which may be incurred by the Special Committee in its management of the Facility.
- 6.5 The financial year shall be from 1 July to 30 June and all accounting functions shall confirm to the requirements of Australian Accounting Standards, the Local Government Act 1989 and relevant regulations.
- 6.6 The Special Committee member elected as Treasurer shall prepare an operating statement and statements of financial position at the conclusion of each financial year for presentation to the designated meeting of the Special Committee.
- 6.7 The Special Committee may enter into contracts, leases or rental agreements associated with the management of the Facility with the consent of Council. Specific contracts shall not exceed \$5,000.
- 6.8 The Special Committee shall have the power to raise funds and solicit and receive donations, in accordance with the objectives of the Special Committee, policies of Council and the budget.
- 6.9 All income from Optus relating to the telecommunications tower rental shall be received by the Special Committee for the duration of this agreement.
- 6.10 The Special Committee shall have the power to hold or sponsor functions, stalls and other fundraising events within the constraints of the budget to enhance the objectives of the Special Committee, in accordance with Council policy.
- 6.11 All monies received by the Special Committee shall be paid promptly into a bank account in the Special Committee's name within fourteen (14) days of receipt, and amounts shall only be drawn from that account on the signature of any two of the following office bearers:
- i) chairperson
 - ii) secretary
 - iii) treasurer.
- 6.12 The Special Committee shall forward to Council an Annual Report including the Annual Statement of Accounts for audit purposes bearing the Auditor's Certificates. The chairperson shall be responsible for ensuring that the report is lodged with Council by 31 October each year prior to the Special Committee's Annual General Meeting.

7. MEMBERSHIP

- 7.1 The Special Committee shall comprise up to (7) members, appointed by Council resolution in the following manner and for the term indicated:
- 7.1.1 One representative appointed by Surf Coast Shire Council, being a Council Officer with no voting rights.
 - 7.1.2 Up to six (6) independent community members who must be residents of Winchelsea Ward (unless otherwise approved by Council) or a number determined by Council.
- 7.2 The independent community members shall be selected by calling for expressions of interest from the community by way of a notice in the Public Notice Advertisement Section of a local newspaper. The Council shall select the independent community representatives based on a documented selection process, with reference to the position description and any other relevant criteria as determined by Council and shall determine the final membership of the Special Committee.
- 7.3 Each independent community member of the Special Committee should possess at least one of the following skills to a high degree:
- 7.3.1 accounting
 - 7.3.2 governance
 - 7.3.3 auditing
 - 7.3.4 finance
 - 7.3.5 government relations
 - 7.3.6 business
 - 7.3.7 community engagement

- 7.3.8 advocacy
 - 7.3.9 legal
 - 7.3.10 media
 - 7.3.11 ethics
 - 7.3.12 fundraising
 - 7.3.13 administration/management.
- 7.4 Members will be appointed for a period as designated in the terms of appointment and will be eligible for re-nomination at the expiration of the period of office. Council shall designate terms of appointment so that there is an appropriate balance between continuity of membership and renewal.
 - 7.5 Council shall appoint a chairperson. The term of the chairperson shall be up to three years, at the discretion of Council. A chairperson is eligible for reappointment.
 - 7.6 The Special Committee shall appoint a secretary and a treasurer with appropriate skills.
 - 7.7 Notwithstanding anything contained herein, a Special Committee member who is absent from three (3) consecutive committee meetings without approval by the Special; Committee shall forfeit their membership.
 - 7.8 Any vacancy on the Special Committee shall only be filled by Council.
 - 7.9 Any vacancy caused by the resignation of the Community representative, shall only be filled by Council via an expression of interest process.

8. MEETINGS

8.1 General meetings

- 8.1.1 The Special Committee shall hold at least eight (8) meetings during the year on such dates as the chairperson appoints.
- 8.1.2 The Secretary shall give reasonable notice of all meetings by distributing a notice of the meeting to all members at least seven (7) clear days prior to the meeting.
- 8.1.3 At the Committee annual general meeting, office bearers will be elected to the positions of secretary and treasurer and other positions determined by the Special Committee as being necessary for the efficient functioning of the Special Committee. At this meeting the Special Committee will also receive the annual report, receive a report on the programme of activities proposed for the ensuing year, and receive and adopt the annual financial statements.

8.2 Special meetings

- 8.2.1 The chairperson may call a special meeting by giving notice to all Special Committee members in the manner prescribed hereunder or shall call a special meeting forthwith upon receiving from any three members of the Special Committee a written request that such a meeting be so called. The notice by the chairperson or the request by the three Special Committee members shall contain a statement of the purpose of the meeting. The meeting will be held on such dates and at such time as fixed by the chairperson.
- 8.2.2 In cases where the chairperson calls a meeting in response to a request, the meeting shall be held within 21 days of receiving such request. The chairperson shall arrange for notice of the meeting to be given to all Special Committee members. No other business shall be transacted at that meeting except that specified in the notice.
- 8.2.3 Council must be informed of any Special Meetings.
- 8.2.4 Minutes must be distributed within 7 days and must be formally endorsed at the next committee meeting.

8.3 Meetings with user groups

- 8.3.1 The Special Committee must meet regularly with representatives of major user groups.
- 8.3.2 The Special Committee must develop and document principles around how decisions are made that affect the major reserve users (football, cricket, netball clubs) and submit them to Council for approval within 3 months of Council approval of the Instrument of Delegation.

8.4 Meeting procedures

- 8.4.1 All requirements of the Local Government Act 1989 must be adhered to (Conflict of Interest provisions etc).
- 8.4.2 The quorum at any Special Committee meeting shall be a majority of members of the Special Committee.
- 8.4.3 Members, including the chairperson, present at a meeting of the Special Committee shall have one vote on each matter before the Special Committee. In the event that voting on any matter is equal, the chairperson shall have a casting vote.
- 8.4.4 The chairperson shall take the chair at all meetings at which they are present. If the chairperson is absent the members present may appoint one of their numbers to chair the meeting.
- 8.4.5 Minutes shall be kept of the proceedings at all meetings and after confirmation shall be signed by the chairperson of the meeting at which they are confirmed. Copies of minutes will be circulated and forwarded to Council within fourteen (14) days of the meeting.
- 8.4.6 If a member of the Special Committee has a conflict of interest in any matter in which the Special Committee is concerned, the member must disclose the nature of that interest at the meeting at which the matter is discussed. The member must not remain in the room in which the meeting is being held during discussion or voting on the matter.
- 8.4.7 Any meeting or special meeting of the Special Committee must be open to members of the public.
- 8.4.8 The Special Committee may resolve that the meeting be closed to members of the public if the meeting is discussing any of the following:
 - 8.4.8.1 Contractual matters
 - 8.4.8.2 Proposed development
 - 8.4.8.3 Legal advice
 - 8.4.8.4 Matters affecting the security of Council policy
 - 8.4.8.5 Any other matters which the Special Committee considers would prejudice the Council or any person
 - 8.4.8.6 A resolution to close the meeting to members of the public.
- 8.4.9 If the Special Committee resolves to close the meeting to the public, the reason must be recorded in the minutes of the meeting.
- 8.4.10 A motion before a meeting of the Committee is to be determined as follows:
 - 8.4.10.1 Each member of the Special Committee who is entitled to vote is entitled to one vote.
 - 8.4.10.2 Unless otherwise prohibited by the Local Government Act, each member of the Committee present must vote.
 - 8.4.10.3 Unless the procedures of the Special Committee otherwise provide, voting must be by show of hands.
 - 8.4.10.4 The motion is determined by a majority of the vote.
 - 8.4.10.5 If there is an equality of votes the chairperson has a second vote.
- 8.4.11 Any decision of the Special Committee which does not relate to a matter delegated to the Special Committee cannot be actioned until approved by Council.

- 8.4.12 In the event of any unresolved dispute arising, the matter shall be submitted to Council in writing and any decision made thereon by the Council shall be final.
- 8.4.13 The Special Committee may form Sub-Committees from amongst its members for the purpose of recommending on matters pertaining to the provisions of this instrument of delegation, provided that no decision is made.
- 8.4.14 The chairperson shall be an ex-officio member of all Sub-Committees.
- 8.4.15 Such Sub-Committees shall only be established by resolution of the Special Committee and shall only carry out those functions stated in such resolution.

9. OFFICE BEARERS

- 9.1 Chairperson:
 - 9.1.1 Council appoints the chairperson.
- 9.2 The Special Committee shall elect:
 - 9.2.1 a secretary;
 - 9.2.2 a treasurer; and
 - 9.2.3 any other Office Bearer the Committee wishes to appoint.
- 9.3 Office Bearers shall hold office for a period of three (3) years or until they vacate their office, whichever occurs first.

10. INDEMNITY

The Council will indemnify members of the Special Committee against any action, liability, claim or demand on account of any matter or thing done by them on behalf of the Special Committee when they are acting in accordance with this Instrument of Delegation by that member of the Committee in the honest and reasonable belief or under a mistake of law that the member was properly exercising any function or power of the Special Committee.

11. POWERS EXCLUDED

- 11.1 The Special Committee is not by this Instrument of Delegation empowered to do any of the following things and must not do those things without the written approval of the Council:
 - 11.1.1 Enter into contracts, exceeding a value of \$5,000 p.a
 - 11.1.2 Borrow money.
 - 11.1.3 Incur any banking overdraft.
 - 11.1.4 Make any alterations or additions to the community centre and reserve without consent of Council.

12. TERMS OF APPOINTMENT

This delegation shall expire on the 22 October 2017, unless otherwise extended or revoked in writing by the Council.

13. COMMUNICATIONS

Surf Coast Shire Council and the Special Committee will work together to develop a harmonious relationship that takes into account the needs and wants of stakeholders. As such **Attachment 2 'Communications Protocol'** will form the basis for communicating between the Committee and the Council.

REVOCATION

This Instrument of Delegation may be revoked at any time by Council, if in the view of Council the Committee is not managing the Facility in the best interest of user groups, the community and Council.

Signed on behalf of the Surf Coast Shire Council)
by the Chief Executive Officer)
pursuant to the instrument of delegation)
dated June 2016 in the presence of:)

_____ Witness

Chief Executive Officer

Appendix 1 - Maintenance Responsibilities

Note that regular and occasional users are all required to enter into a user agreement which details their responsibilities including:

- to use the Facility, and supervise use of the Facility, with an appropriate level of care and responsibility;
- to leave the Facility in a clean and useable condition after use;
- to report any accidental or intentional damage to both Council and the Special Committee;
- to pay for any damage inflicted by their use, other than fair wear and tear;
- for user clubs, to contribute to maintenance and specified costs of their facilities.

In the case of an emergency, when it is impracticable to follow the allocation of responsibilities set out below (e.g. after hours and weekends), the Special Committee may arrange repairs necessary to maintain the safe operations of the premises performed by a Council approved contractor. Any actions taken in an emergency must be reported in writing to Council's Facility and Fleet Unit at the commencement of the next business day .

Council will ensure that the Special Committee's nominated contact person is consulted about major repairs and given reasonable notice whenever it is proposed that a contractor will enter the Facility to undertake work.

Council will provide to the Special Committee, at each meeting, a summary of reports made through CRM relating to the premises, and the current status of Council's response to each report.

Council will provide to the Special Committee its annual maintenance and works plan at the commencement of the financial year and will consult with the Special Committee on implementation and any changes.

ITEM (if applicable)	SPECIAL COMMITTEE RESPONSIBILITY	USER GROUP RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
CRM = Customer Request Management. Council's customer request and fault / incident reporting system			
BUILDING MAINTENANCE			
Air Conditioning and/or Heating and Cooling Systems	<ul style="list-style-type: none"> • Any additional units to the standard provision for community buildings 		<ul style="list-style-type: none"> • Replacement of existing units at the end of their economic life • Service and repair when required of all units.
Appliances - permanent appliances, direct wired to main switchboard or substantial appliances as noted in this appendix or otherwise agreed by Council e.g. Dishwashers, ovens, stoves, exhaust fans, ceiling fans, industrial microwave ovens, combi steamer	<ul style="list-style-type: none"> • Repair and/or replace if damaged through Lessee abuse. • Report faults to Council via CRM • Ensure appliances are switched off prior to vacating premises. 	<ul style="list-style-type: none"> • Cost of repair or replacement if damaged through abuse • Report faults to Council via CRM with copy to Special Committee 	<ul style="list-style-type: none"> • Repair and replace when required, subject to Council assessment. • Additional appliances. Testing and Tagging in accordance with AS 3760
Appliances – not supplied by Council i.e. minor white goods or equipment such as refrigerator, washing machine, clothes dryer, freezer., toasters, urns, microwaves	<ul style="list-style-type: none"> • Service and maintenance costs. • Replacement costs. • Ensure appliances are switched off prior to vacating premises 	<ul style="list-style-type: none"> • Cost of repair or replacement if damaged through abuse <p>Report faults to Special Committee</p>	<ul style="list-style-type: none"> • Testing and Tagging in accordance with AS 3760

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Bar / Beverage Dispensing Equipment (i.e. beer and post-mix on tap)	<ul style="list-style-type: none"> Service and maintenance costs 	<ul style="list-style-type: none"> Maintenance of gas supply to dispenser Payment of, or contribution to, maintenance and replacement costs in accordance with user agreement 	<ul style="list-style-type: none"> Initial installation associated with new or redeveloped facilities Replacement of existing units at the end of its economic life
Building Alterations	<ul style="list-style-type: none"> Seek Council approval for any alteration to buildings – external and internal Determine and document any specific requests to Council for building alterations and other capital improvements. Not to undertake any work unless prior written approval by Council. 	<ul style="list-style-type: none"> Seek written approval from Special Committee before approaching Council for consideration 	<ul style="list-style-type: none"> Assess all requests as submitted If approved, ensure satisfactory completion of works
Building, General	<ul style="list-style-type: none"> Notify Council of any damage requiring rectification Assist Council to make insurance claims as appropriate Promulgate standards of use to user groups, and make reasonable efforts to enforce compliance Reimburse Council for the cost of repairs resulting from inappropriate activity for which it is directly responsible as reasonably determined by Council Ensure all internal and external doors and windows are locked before leaving Ensure all heating, lighting and appliances are switched off when leaving 	<ul style="list-style-type: none"> Notify Special Committee of any damage requiring rectification. Repairs resulting from inappropriate activity by the user group as reasonably determined by Council in consultation with Special Committee. Ensure all internal and external doors and windows are locked before leaving Report any breakages resulting from user group activities to Council immediately. Club to meet all repair costs. Ensure all heating, lighting and appliances are switched off when leaving 	<ul style="list-style-type: none"> Ensure satisfactory completion of approved works. Undertake works required to ensure the Premises meet appropriate standards or regulations. Assess all requests submitted. Remove graffiti from external areas Arrange any repairs required due to vandalism.
Ceiling	<ul style="list-style-type: none"> Report faults to Council via CRM 	<ul style="list-style-type: none"> Report faults to Council via CRM with copy to Special Committee 	<ul style="list-style-type: none"> Major repair and/or replacement due to structural faults/age. Cost of routine repairs and painting
Cleaning	<ul style="list-style-type: none"> Ensure Facility is maintained in a clean and hygienic state Ensure premises are left clean and tidy after use 	<ul style="list-style-type: none"> Ensure premises are left clean and tidy after use Clean internal sports rooms including showers and toilets 	<ul style="list-style-type: none"> Ensure that reasonable standards are maintained. Undertake regular programmed cleaning of premises, internal and external Maintain external public toilet in a clean and hygienic state
Club Equipment		<ul style="list-style-type: none"> Maintenance and replacement 	

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Contractors	<ul style="list-style-type: none"> Notify Council for pre-approval before works commence 	<ul style="list-style-type: none"> Inform Special Committee of any works required 	<ul style="list-style-type: none"> Supervised by Council Nominated Officer Notify COM at least 7 days in advance of works commencing unless urgent circumstances apply
Curtains, Drapes and Blinds	<ul style="list-style-type: none"> Report faults to Council via CRM 	<ul style="list-style-type: none"> Report faults to Council via CRM with copy to Special Committee 	<ul style="list-style-type: none"> Periodic cleaning Cost of routine repairs
Electrical Wiring, Fittings and Lights test and tag compliance			<ul style="list-style-type: none"> Repair or replacement of all electrical components. Provision of electrical safety switches to switchboards. Test and Tag compliance Supply and replacement of light globes
Emergency Exit Plans and Procedures	<ul style="list-style-type: none"> Ensure Plans and procedures are known to all user groups 		<ul style="list-style-type: none"> Provide and maintain.
Emergency Lighting	<ul style="list-style-type: none"> Report to Council if not operational via CRM 	<ul style="list-style-type: none"> Report faults to Council via CRM with copy to Special Committee 	<ul style="list-style-type: none"> Annual replacement of light globes. Compliance inspections and annual BCA essential safety measures testing All maintenance and repair as required
Exit Doors	<ul style="list-style-type: none"> Maintain a clear path of travel Report faults to Council via CRM 	<ul style="list-style-type: none"> Report faults to Council via CRM with copy to Special Committee 	<ul style="list-style-type: none"> Undertake 3 monthly inspections. (ESM Regulations).
Fire Alarm System	<ul style="list-style-type: none"> Recovery of any costs associated with abuse by user group Recovery of any costs of false alarms as a result of action of the user groups. 	<ul style="list-style-type: none"> Payment of any costs associated with abuse by user group Payment of any costs of false alarms as a result of action of the user groups. 	<ul style="list-style-type: none"> Replacement of batteries to stand alone smoke detectors on a 12 monthly basis.
Fire Extinguishers and other fire suppression equipment	<ul style="list-style-type: none"> Recovery of cost of fill if discharged due to misuse. Report defects or loss. Replace if stolen or lost except in the case of burglary of the Premises. Maintain clear access. 	<ul style="list-style-type: none"> Payment of cost of fill if discharged due to misuse. 	<ul style="list-style-type: none"> Additional units if assessed by Council as required. Replacement on expiry date. Service inspection and maintenance charge Undertake 6 monthly inspections. (ESM Regulations).
Floor Surfaces – Carpet and Vinyl	<ul style="list-style-type: none"> Cleaning of all floor surfaces and coverings 	<ul style="list-style-type: none"> Cleaning after all functions Payment of costs of repair and replacement due to negligent damage by the user group 	<ul style="list-style-type: none"> Provide Contract Cleaners

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CRM = Customer Request Management. Council's customer request and fault / incident reporting system			
Floor Surfaces - Timber	<ul style="list-style-type: none"> • Cleaning of all floor surfaces and coverings. • Report faults to Council via CRM 	<ul style="list-style-type: none"> • Payment of costs of repair and replacement due to negligent damage by the user group 	<ul style="list-style-type: none"> • Repair and/or replacement at the end of their economic life. • Sealant of timber floors as per Council's Maintenance schedule
Flyscreens	<ul style="list-style-type: none"> • Recovery of costs of repair and replacement due to negligent damage by the user group • Report faults to Council via CRM 	<ul style="list-style-type: none"> • Payment of costs of repair and replacement due to negligent damage by the user group. • Report faults to Council via CRM with copy to Special Committee 	<ul style="list-style-type: none"> • Install fly screens if required under regulation. • All maintenance and repair as required
Food Preparation Areas / Kitchens	<ul style="list-style-type: none"> • Ensure food handling equipment/ area is in a hygienic condition so as to comply with regulations • Report faults to Council via CRM 	<ul style="list-style-type: none"> • Ensure all appropriate food handling licenses are obtained and complied with • Report faults to Council via CRM with copy to Special Committee 	<ul style="list-style-type: none"> • Quarterly Audits and liaise with Special Committee over any issues
General joinery, doors, cupboards etc.	<ul style="list-style-type: none"> • Recovery of costs of repair and replacement due to negligent damage by the user group. • Report faults to Council via CRM 	<ul style="list-style-type: none"> • Payment of costs of repair and replacement due to negligent damage by the user group. • Report faults to Council via CRM 	<ul style="list-style-type: none"> • Replacement due to age, structural defect or vandalism, subject to Council assessment. • All maintenance and repair as required.
Glass and Glazing	<ul style="list-style-type: none"> • Recovery of costs of repair and replacement due to negligent damage by the user group. • Report faults to Council via CRM • Ensure building is secure • Assist Council to make appropriate insurance claims 	<ul style="list-style-type: none"> • Payment of costs of repair and replacement due to negligent damage by the user group. • Report faults to Council via CRM with copy to Special Committee • Ensure building is secure 	<ul style="list-style-type: none"> • Replacement due to breakage as result of all other actions or events.
Intercom Communication System	<ul style="list-style-type: none"> • Service/maintenance charges. • Up-grade or replacement. • Usage 	<ul style="list-style-type: none"> • Payment of costs of repair and replacement due to negligent damage by the user group. • Report faults to Council via CRM with copy to Special Committee 	
Keys and Locks	<ul style="list-style-type: none"> • Provide Site specific input • Replacement of lock/additional locks if required for security. • Additional keys supplied by Council above agree allocated amount at users cost. • Report to Council if not operational via CRM 	<ul style="list-style-type: none"> • Report faults to Council via CRM with copy to Special Committee • Payment of costs of replacement keys • Payment of cost of repair and replacement of lock if due to user group abuse 	<ul style="list-style-type: none"> • All maintenance and repair as required • Ensure locks are on Councils key system • ensure the Special Committee has access to all areas of the Facility necessary to fulfil its management responsibilities
Notice Boards	<ul style="list-style-type: none"> • Provide and maintain units. • Locate units in locations as approved by Council. 		

ITEM (if applicable)	SPECIAL COMMITTEE RESPONSIBILITY	USER GROUP RESPONSIBILITY	COUNCIL'S RESPONSIBILITY
CRM = Customer Request Management. Council's customer request and fault / incident reporting system			
Painting and Plaster	<ul style="list-style-type: none"> Costs to re-paint internally if damage result of misuse by user group 	<ul style="list-style-type: none"> Payment of costs of repair and replacement due to negligent damage by the user group. Report faults to Council via CRM with copy to Special Committee 	<ul style="list-style-type: none"> Internal and external as per Council cyclic program
Plumbing	<ul style="list-style-type: none"> Report to Council if not operational via CRM Cost of trade waste trap cleaning 	<ul style="list-style-type: none"> Payment of costs of repair and replacement due to negligent damage by the user group. Report faults to Council via CRM with copy to Special Committee 	<ul style="list-style-type: none"> Repair and replace when required, subject to Council assessment. Replacement of tap washers. Cleaning of blocked toilets and blocked property sewerage pipes Drainage repairs/works, including broken sewerage pipes, drains and pits. Stormwater maintenance Trade Waste Trap cleaning
Roof, Spouting and Downpipes	<ul style="list-style-type: none"> Report faults to Council via CRM 		<ul style="list-style-type: none"> Repair and replace when required, subject to Council assessment. Gutter cleaning program
Security Alarm System	<ul style="list-style-type: none"> Seek approval in writing from Council prior to installation. Meet system and operating costs. Manage usage of the system. Provide security system details to Council. Costs of any calls out and service costs where no misuse. 	<ul style="list-style-type: none"> Costs of any calls out and service costs due to misuse 	<ul style="list-style-type: none"> Install, maintain and replace systems.
Security Patrol Services (at discretion of Council)	<ul style="list-style-type: none"> Call out and emergency service costs as a result of misuse 	<ul style="list-style-type: none"> Call out and emergency service costs as a result of misuse 	<ul style="list-style-type: none"> Security patrol services
Signage - Advertising	<ul style="list-style-type: none"> Written approval of sign Oversee maintenance of advertising signs where written Council approval has been given for erection 	<ul style="list-style-type: none"> Maintenance of advertising signs where written approval of Council and Special Committee has been given for erection 	<ul style="list-style-type: none"> Written approval for sign
Signage - Internal	<ul style="list-style-type: none"> Additional signage as required and as approved by Council, including directional and operational signage 		<ul style="list-style-type: none"> Ensure that reasonable standards are maintained.
Signage - External	<ul style="list-style-type: none"> Ensure no signage installed without approval by Council 		<ul style="list-style-type: none"> Additional signage as required and as approved by Council. Initial identification signage to be provided by Council. Replacement or maintenance of initial signage.
Skylights	<ul style="list-style-type: none"> Report faults to Council via CRM 	<ul style="list-style-type: none"> Report faults to COM via CRM with copy to Special Committee 	<ul style="list-style-type: none"> Repairs when required

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CRM = Customer Request Management. Council's customer request and fault / incident reporting system			
Smoke Detectors	<ul style="list-style-type: none"> • Report faults to Council via CRM 	<ul style="list-style-type: none"> • Report faults to Council via CRM with copy to Special Committee 	<ul style="list-style-type: none"> • Service inspection and maintenance • Undertake 6 monthly inspections. (ESM Regulations). • Change batteries 12 monthly for portable unit
Telecommunications systems (fax, photocopier, telephones, printers, computers, and modems)	<ul style="list-style-type: none"> • Service and maintenance outgoings. • Replacement costs. 	<ul style="list-style-type: none"> • Payment of costs of repair and replacement due to negligent damage by the user group. 	
Walls - External	<ul style="list-style-type: none"> • Report faults to Council via CRM 		<ul style="list-style-type: none"> • Repair and replace when required, subject to Council assessment. • Cost of routine repairs and painting
Walls - Internal	<ul style="list-style-type: none"> • Report faults to Council via CRM 	<ul style="list-style-type: none"> • Report faults to Council via CRM with copy to Special Committee 	<ul style="list-style-type: none"> • Major repair and/or replacement due to structural faults/age. • Cost of routine repairs and painting
Waste Disposal	<ul style="list-style-type: none"> • Additional removal of hard rubbish above standard domestic waste service, • Additional domestic waste handling including events and bulk waste associated with pavilion operations • Recovery of cost for provision of sanitary services 	<ul style="list-style-type: none"> • Includes removal of strapping tape following training and match days • Litter removal from buildings, grounds & surrounds and placement of bins at collection points 	<ul style="list-style-type: none"> • Provide domestic garbage and recycling service, as per standard Council residential waste program • Provision of sanitary services
GROUND MAINTENANCE			
Car Parks	<ul style="list-style-type: none"> • Report faults to Council via CRM 	<ul style="list-style-type: none"> • Report faults to Council via CRM with copy to Special Committee 	<ul style="list-style-type: none"> • Repaint existing line markings • Maintain existing surfaces in safety operational condition

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CRM = Customer Request Management. Council's customer request and fault / incident reporting system			
Cricket Wickets	<ul style="list-style-type: none"> • Advise Council of maintenance needs • Cost of repairs and replacement of hard wicket surface (not concrete structure) • 	<ul style="list-style-type: none"> • General maintenance as required. • Payment of costs associated with hard wicket covering and uncovering (rubber granule infill or cover) • Payment of costs associated with repair and replacement of covers • Uncover and cover wicket at start and end of season (liaise with opposite season user group) 	<ul style="list-style-type: none"> • Arrange any repairs other than general maintenance, including due to vandalism or unintentional damage • Initial installation • Replace hard wicket concrete structure at end of life • Maintain wicket edges as required
Cricket Practice nets	<ul style="list-style-type: none"> • Advise Council of maintenance needs 	<ul style="list-style-type: none"> • General maintenance as required • Uncover and cover wicket at start and end of season (liaise with opposite season user group) • Cost of repairs and replacement of hard wicket surface (not concrete structure) 	<ul style="list-style-type: none"> • Arrange any repairs required due to vandalism • Initial installation
Coaches boxes	<ul style="list-style-type: none"> • Replacement 	<ul style="list-style-type: none"> • General maintenance including cleaning as required • Cost of repair of negligent or wilful damage 	<ul style="list-style-type: none"> • Arrange repairs due to vandalism and major repairs and maintenance
Fences other than advertising signs			<ul style="list-style-type: none"> • General maintenance & replacement
Goal Posts	<ul style="list-style-type: none"> • General maintenance as required 	<ul style="list-style-type: none"> • Replacement of padding as required 	<ul style="list-style-type: none"> • Replace if breakage occurs from external source (vandalism) • Cost of repairs and replacement
Grounds and Surrounds (horticulture)	<ul style="list-style-type: none"> • Determine and document any specific requests to Council for alterations to shelters / structures and other capital improvements. • Shall not plant or remove trees without Council approval and consultation. 	<ul style="list-style-type: none"> • Report faults to Council via CRM with copy to Special Committee 	<ul style="list-style-type: none"> • Fencing to comply with regulatory requirements • Remove graffiti from external structures. • Undertake general tree maintenance to meet safety regulations • Maintain automatic irrigation system • Define and oversee standards in collaboration with Special Committee Major pruning (branches greater than 100mm diameter) or any tree removal • Repair and replacement of existing pavements to pathways, driveway etc. • Maintain all grounds associated with building

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Line Markings (e.g. ovals, tennis and netball courts, synthetic turf)	<ul style="list-style-type: none"> • General maintenance as required • 	<ul style="list-style-type: none"> • Line mark oval (football and cricket clubs) • Cost of repairs and replacement • Ensure line-marking meets regulatory requirements 	
Ovals including Irrigation control	<ul style="list-style-type: none"> • Advise Council if maintenance is required via CRM 	<ul style="list-style-type: none"> • Report faults to Council via CRM with copy to Special Committee 	<ul style="list-style-type: none"> • Fully maintain (i.e. mowing, seeding, fertilising, aerating) • Top dress, fertilise and seed grassed areas as Council deems necessary • In collaboration with Special Committee, close grounds if considered unfit for use due to damage or vandalism
Pest Control	<ul style="list-style-type: none"> • Maintain a clean and hygienic Facility • Advise Council if action is required 		
Resurfacing courts	<ul style="list-style-type: none"> • Advise Council of resurfacing needs 		<ul style="list-style-type: none"> • Repairs required due to vandalism • Cost of repairs and replacement
Scoreboard	<ul style="list-style-type: none"> • General maintenance as required 		<ul style="list-style-type: none"> • Arrange repairs due to vandalism
Training and Competition Lights	<ul style="list-style-type: none"> • Utility usage costs and cost of globe replacement via reserve user agreements 	<ul style="list-style-type: none"> • Payment of utility usage costs and globe replacement per reserve user agreement 	<ul style="list-style-type: none"> • Structural repairs • Maintenance • Globe replacement including associated fitting costs
OPERATIONAL TASKS			
Facility Bookings			<ul style="list-style-type: none"> • Council to receive Facility bookings and send Special Committee updated bookings schedule including details of users for billing purposes
Facility Booking Invoicing	<ul style="list-style-type: none"> • Special Committee to invoice debtors 		
Provision of playing fixtures	<ul style="list-style-type: none"> • Special Committee to provide Council with playing fixtures for each user group 		

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CRM = Customer Request Management. Council's customer request and fault / incident reporting system			
Utility charges including and but not restricted to water rates, sewerage charges, electricity and gas.	Special Committee to pay all utility costs		<ul style="list-style-type: none"> • Council to contribute toward electricity and water costs based on square meter rate of Winchelsea Health Club
Induct Committee members			<ul style="list-style-type: none"> • Council to appoint and induct new committee members

Appendix 2 - Communications Protocol

Surf Coast Shire Council is committed to working in an open and harmonious way with the community. As such Council will:

1. seek to manage service delivery to meet the expectations of the community within the resources available; and
2. be open and transparent in its dealings with its community.

This protocol seeks to define how Surf Coast Shire Council and the committees of management of Council facilities will communicate.

Council will:

- Consult with committees of management in the development and implementation of capital works and maintenance programs.
- Consult with committees of management in developing and administering maintenance schedules.
- Provide committees of management with maintenance schedules and programs annually or prior to the commencement of the seasons whichever is applicable.
- Advise the nominated committee of management representative of any variations to maintenance schedules and programs where they will interfere with the operation of the Council facility within 24 hours of the variation occurring.
- Respond to maintenance requests and letters from committees of management within fourteen working days.
- Advise committees of management of any decisions or matters that will restrict or impinge on the use of their facilities within 24 hours of the decision.
- Provide committees of management with a list of designated Council Officers authorised to be the contact person for specific matters and concerns annually.
- Meet with committees of management formally once per year to discuss matters of interest and concern to both parties.
- Explain clearly any decisions made that effect committees of management in respect to maintenance, capital works and the like.
- Regularly inspect the facilities to ensure it is being maintained in a proper condition in accordance with any service specifications and the like.

Committees of Management will:

- Assist Council in ensuring that facilities are presented in the best possible condition taking into account the prevailing conditions.
- Advise Recreation Unit annually of a nominated committee of management representative, together with their address and phone numbers, who will be the committee of management's contact person for Council for that year.
- Raise directly with the relevant, designated Council Officer any concerns or matters regarding contractor performance or any matters or concerns relating to maintenance schedules and programs.
- Not seek to direct Council contractors or Council staff when carrying out their duties at the facility.
- Discuss with the relevant, nominated Council Officer all requests for services that are beyond scheduled service provision. Such requests are to be made in writing where possible at least two weeks prior to the service requested being required.
- When requesting maintenance work provide a preferred time schedule, which Officers will confirm subject to the availability of trades people and previous commitments.
- Refer any requests for capital works or projects to Leisure and Recreation no later than October each year with concept plans, costing and methods of funding to ensure that the project can be considered and a case prepared for the following year's budget.

- In the first instance discuss any matters regarding lease conditions or commercial issues with their allocated Council Recreation Officer.
- Provide Council with a copy of the playing and training schedules for the facility at least two weeks prior to the season commencing.
- Seek approval from their allocated Recreation Officer at least two weeks prior where users are proposing to vary game days, training times or days or hold events at the facility.
- Refer any enquires regarding facility hire from other users to Surf Coast Sport and Recreation Centre.